

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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Gary LaBarbera as President of THE BUILDING AND  
CONSTRUCTION TRADES COUNCIL OF GREATER  
NEW YORK AND VICINITY

Plaintiff,

v.

2030 Astoria Developers, LLC,

Defendant  
-----X

**Civil Action No.:**

**COMPLAINT**

Plaintiff, by their attorneys, COLLERAN, O'HARA & MILLS L.L.P., respectfully allege  
as follows:

**INTRODUCTION**

1. This is an action brought pursuant to Section 301 of the Labor Management Relations Act (LMRA) 29 U.S.C. § 185, to enforce the terms of a contract between an employer and a labor organization.

2. Jurisdiction of this court is conferred by 29 U.S.C. § 185(a); 29 U.S.C. § 2101, *et seq.*; and 28 U.S.C. §§ 1331, 1337 and 1367.

3. Venue is proper in this district pursuant to 29 U.S.C. § 185(a) and 28 U.S.C. § 1391(b) because the acts complained of occurred in this District and the corporate defendants transact business in this judicial district.

**PARTIES**

4. The Building and Construction Trades Council of Greater New York and Vicinity (BCTC), is an unincorporated association within the meaning of the New York State General

Associations Law and a labor organization within the meaning of 29 U.S.C. § 152 of the National Labor Relations Act. The BCTC is located at 71 West 23<sup>rd</sup> Street, New York, New York 10010.

5. Gary LaBarbera is the President of the BCTC.

6. The BCTC consists of local affiliates of 15 national and international unions representing 100,000 working men and women in the New York City.

7. The defendant, 2030 Astoria Developers, LLC is a foreign limited liability company incorporated in the State of Delaware, authorized and licensed to do business in the State of New York.

8. 2030 Astoria Developers, LLC is located at 31-10 37<sup>th</sup> Avenue, Suite 500, Long Island City, New York 11101.

9. 2030 Astoria Developers, LLC is registered with the New York State Department of State and has identified the following address for which the Department of State shall mail process 2030 Astoria Developers, LLC c/o Werner Capital, 1271 45<sup>th</sup> Street, Brooklyn, New York, 11219.

10. John Mavroudis is the managing member of 2030 Astoria Developers, LLC.

11. 2030 Astoria Developers, LLC is the developmental entity for the project known as “Astoria Cove,” located in Astoria, New York.

## **BACKGROUND**

### ***The “Astoria Cove” Project.***

12. In April of 2013, 2030 Astoria Developers, LLC submitted a rezoning proposal to the Department of City Planning for the City of New York seeking to build its “Astoria Cove” project.

13. According to the Environmental Impact Statement prepared by engineers for the Defendants, the Astoria Cove Project will involve construction of up to approximately 1,700 dwelling units, 110,000 square feet of retail, a 456 seat elementary school, approximately 900 parking spaces, and approximately 1.92 acres of public open space. The four-block project is located along the waterfront at Pot Cove.

***The Letter Agreement Between the Parties.***

14. On November 10, 2014, John Mavroudis, on behalf of 2030 Astoria Developers, LLC sent a letter to Gary LaBarbera, President of the BCTC regarding “Project Labor Agreement 2030 Astoria Cove Developers, LLC.”

15. The letter states that Mr. Mavroudis is the managing member of 2030 Astoria Developers, LLC, which is the developmental entity for the project known as “Astoria Cove.” Mr. Mavroudis states that he writes “in connection with the use of union labor at the Astoria Cove Development.”

16. The letter states that “consistent with its proprietary interests in an efficient and harmonious project that it shall negotiate with the Building and Construction Trades Council of Greater New York...for a Project Labor Agreement....”

17. Mr. Mavroudis’s letter further provides that “2030 Astoria and the Building Trades Council agree to the following:

1. In connection with the Astoria Cove Development, the parties (2030 Astoria and the Building Trades Council) will meet and enter into negotiations for a PLA in connection with the Astoria Cove Development. It is understood that the parties will negotiate in good faith with the objective to reach agreement on a “*Project Labor Agreement*” that contains the lowest wage rates and the most beneficial work rules and conditions achievable through good faith negotiations. 2030 Astoria and the Building Trades Council

shall be available for negotiations commencing no later than (1) month after 2030 Astoria's receipt of approved construction document (as that term is generally accepted in the land use field) by the New York City Department of Buildings in connection with the Astoria Cove Development.

2. It is understood it is the policy of the Building Trades Council to support good responsible development providing area standard wages, benefits and fair and equitable work rules. It is further understood a project developed pursuant to a PLA negotiated with the Building Trades Council meets the Council's standard with respect to responsible development because such a project provides for good safe and efficient jobs. On this basis it is understood the Building Trades Council will support the Astoria Cove Development during the pendency of such negotiations.
3. It is agreed this *Letter Agreement* shall be interpreted consistent with the law and the parties' mutual interests and nothing contained in this *Letter Agreement* shall be considered an agreement in violation of any parties rights, obligation or the law, nor is it an admission of any kind, by any party, unless otherwise expressly stated herein, or a waiver of any right, claim, or defense, unless otherwise expressly stated herein.

Upon your receipt and review of this correspondence, if you should have any questions, please do not hesitate to contact me. If you do not have any questions, I ask you to sign where indicated below. By signing below you acknowledge and agree to the terms and conditions set forth herein. Please return the executed *Letter Agreement* to me via email (at the email address listed above) as well as via First-Class U.S. Mail.

18. Mr. LaBarbera executed the November 10, 2014 letter agreement, acknowledging and agreeing to its terms on November 12, 2014. A copy of the fully executed letter agreement between the BCTC and 2030 Astoria Developers is attached hereto as Exhibit "A".

19. The November 10, 2014 Letter Agreement is a contract between a labor organization (the BCTC) and an employer (2030 Astoria Developers, LLC).

20. The agreement maintains labor peace between the parties as the BCTC agreed to support 2030 Astoria Developers, LLC Astoria Cove project in exchange for 2030 Astoria Developers commitment to enter good faith negotiations for a project labor agreement covering wages, benefits, and terms of conditions of employment on the construction project.

21. The agreement sets forth a procedure by which the BCTC and its affiliated local unions can receive recognition from 2030 Astoria Developers, LLC.

22. The agreement binds 2030 Astoria Developers, LLC to negotiate a project labor agreement.

23. As of the date of this filing, 2030 Astoria Developers, LLC has breached this agreement by failing to meet and enter into good faith negotiations with the BCTC for a project labor agreement covering wages, benefits, and terms and conditions of employment at the Astoria Cove project.

***2030 Astoria Developers, LLC Breaches the November 2014 Letter Agreement.***

24. In or around March 2016, the BCTC became aware that without entering into good faith negotiations with the BCTC for a project Labor Agreement, 2030 Astoria Developers, LLC began performing certain construction work at the site of the Astoria Cove project.

25. Shortly thereafter, the BCTC sought to meet with 2030 Astoria Developers, LLC to discuss the breach of the parties' November 2014 letter agreement and to begin negotiations for a project labor agreement.

26. At a meeting on or around March 30, 2016, 2030 Astoria Developers, LLC stated its position that as of March 2016, it did not pull permits for the Astoria Cove project and had not filed any plans. 2030 Astoria Cove additionally stated that while a contractor was performing work on the project site, such work was associated with an emergency tear down as a result of an

Emergency Declaration issued by the New York City Department of Buildings, which stated that one building was unsafe and must be brought down immediately.

27. Upon information and belief, at the meeting of March 30, 2016, Mr. Mavroudis restated 2030 Astoria Developers, LLC's commitment to building the Astoria Cove project under the terms and conditions set forth in a project labor agreement.

28. Upon information and belief, construction work continued to be performed at the Astoria Cove site in April 2016 with work sometimes being performed at night.

29. Upon information and belief, construction work continued in August and September 2016, expanding beyond emergency tear down work and including site preparation for construction and demolition work.

30. On May 10, 2016, a permit was issued to Efstathios Valiotis of Vordonia Contracting & Su by the New York City Department of Buildings ("DOB") for a construction fence for work to be performed by Vordonia Contracting at 4-15 26 Avenue Queens, New York, at Block 907, Lot 1.

31. Upon information and belief, Vordonia Contracting & Su shares the same address of 2030 Astoria Developers, LLC at 31-10 37<sup>th</sup> Ave. Suite 500, Long Island City, New York.

32. On July 13, 2016, permits were issued by the DOB for proposed installation of pipe scaffold as well as for the proposed installation of a heavy duty sidewalk shed for work to be performed at 4-15 26 Avenue Queens, New York, at Block 907, Lot 1.

33. On July 21, 2016, a permit was issued for the full demolition of a one story structure for work to be performed at 4-15 26th Avenue Queens, New York, at Block 907, Lot 1.

34. On September 20, 2016, permits for cutting and capping of sprinklers in conjunction with full demolition of a building were issued for work to be performed at 4-15 26th Avenue Queens, New York, at Block 907, Lot 1.

35. Upon information and belief, according to documents submitted with its rezoning application, the address of 4-15 26<sup>th</sup> Avenue, Block 907, Lot 1, is a part of 2030 Astoria Developers, LLC's Astoria Cove project.

36. Upon information and belief, as of the date of this filing construction work, including demolition and remediation, continues to be performed at the Astoria Cove Project.

37. As of the date of this filing, 2030 Developers, LLC has not entered into good faith negotiations with the BCTC regarding wages, benefits, and other terms and conditions of employment for workers performing construction work at the Astoria Cove project.

**FIRST CLAIM FOR RELIEF PURSUANT TO SECTION 301 LMRA**

38. Plaintiff hereby repeats, realleges and incorporates by reference paragraphs 1 through 37 above as if fully stated herein.

39. 2030 Astoria Developers, LLC is an "employer" as that term is used in Section 301 of the Labor Management Relations Act.

40. The BCTC is a "labor organization" as that term is used in Section 301 of the Labor Management Relations Act.

41. The November 10, 2014 letter agreement, fully executed on November 12, 2014 is a "contract" as that term is used in Section 301 of the Labor Management Relations Act.

42. The November 2014 letter agreement between the BCTC and 2030 Astoria Developers, LLC maintains labor peace between the parties by designating a procedure by which

the BCTC and its affiliated unions can obtain employer recognition and binds 2030 Astoria Developers, LLC to negotiate a project labor agreement in good faith.

43. Based on 2030 Astoria Developers, LLC's commitment to enter into good faith negotiations for a project labor agreement, 2030 Astoria Developer, LLC gained the BCTC's support of the Astoria Cove Development during the pendency of such negotiations.

44. The BCTC has lived up to its bargain by supporting the Astoria Cove Development.

45. 2030 Astoria Developers, LLC has failed and refused to enter into good faith negotiations with the BCTC for a project labor agreement covering wages, benefits, and terms and conditions of employment at 2030 Astoria Developer, LLC's Astoria Cove project.

46. By the actions described above, defendants are in violation of the terms of the agreement with the BCTC.

47. By the actions described above, defendants are in violation of Section 301 of the Labor Management Relations Act.

**WHEREFORE,** Plaintiffs respectfully request that an Order be issued providing the following relief:

- (1) enjoining the defendant from:
  - (a) repudiating the November 10, 2014 letter agreement;
  - (b) taking any action to dissolve, restructure, reorganize or otherwise modify the corporate entity(s) in such a way as to prevent or avoid compliance with, or the assumption of, the November 10, 2014 Letter Agreement by any successor entity;

- (c) performing any further construction, rehabilitation, repair, demolition or abatement work at the site of the Astoria Cove Project by 2030 Astoria Developers LLC or any of its contractors or subcontractors until the parties satisfy their duty to engage in good faith negotiations pursuant to the November 10, 2014 Letter Agreement; and
- (2) ordering specific performance of the terms of the November 10, 2014 Letter Agreement and requiring defendant to enter into good faith negotiations with the BCTC for a project labor agreement covering wages, benefits, and terms and conditions of employment at the Astoria Cove project.
- (3) such other and further relief as this Court deems just and proper.

Dated: Woodbury, New York  
June 12, 2017

COLLERAN, O'HARA & MILLS L.L.P.

By: /s/\_\_\_\_\_  
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